

☐ AMENDED

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE

In re: Tammy D Koonce

Case No. 19-27168

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 7959 Merrel Dr (2) \_\_\_\_\_  
Millington, TN 38053

PLAN PAYMENT:

Debtor(1) shall pay \$ 540.00 (☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☒ monthly, by:  
☐ PAYROLL DEDUCTION From: \_\_\_\_\_ OR ( ☒ ) DIRECT PAY

Debtor(2) shall pay \$ \_\_\_\_\_ (☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☐ monthly, by:  
☐ PAYROLL DEDUCTION From: \_\_\_\_\_ OR ( ☐ ) DIRECT PAY

1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ☒ YES ☐ NO  
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION ☒ YES ☐ NO  
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]  
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ☒ YES ☐ NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; OR ☒ Not included in Plan; Debtor(s) to provide proof of insurance at \$341 meeting.

4. DOMESTIC SUPPORT:

Monthly Plan Payment: \_\_\_\_\_

None Paid by: ☐ Debtor(s) directly ☐ Wage Assignment, OR ☐ Trustee to:  
ongoing payment begins \_\_\_\_\_ \$ \_\_\_\_\_  
Approximate arrearage: \_\_\_\_\_

5. PRIORITY CLAIMS:

-NONE- Amount \_\_\_\_\_ \$ \_\_\_\_\_

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); OR ☐ Paid by Trustee to:

Ocwen/BSI Fin Svcs ongoing payment begins Loan Modification Request Pending \$ -0-  
Approximate arrearage: \_\_\_\_\_ Interest \_\_\_\_\_ \$ \_\_\_\_\_

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)] Value of Collateral: \_\_\_\_\_ Rate of Interest \_\_\_\_\_ Monthly Plan Payment: \_\_\_\_\_

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. §1325 (a)] Value of Collateral: \_\_\_\_\_ Rate of Interest \_\_\_\_\_ Monthly Plan Payment: \_\_\_\_\_  
Capital One Auto Finance 24,000.00 5.25 \$438.00

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:

-NONE-

Collateral: \_\_\_\_\_

**10. SPECIAL CLASS UNSECURED CLAIMS:**

-NONE-

Amount:	Rate of Interest	Monthly Plan Payment:
_____	_____	\$ _____

**11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:**

None ☐ Not provided for **OR** ☐ General unsecured creditor

**12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):**

Second Mortgage with Diversified in completely unsecured, as the value of the real property does not exceed the amount of the current outstanding First Mortgage owed to Shellpoint/Ocwen/BSI Financial Services, therefore the the entirety of the Second Mortgage owed to Diversified shall be stripped and discharged upon completion of Debtor's plan payments with no payment provision to said creditor pending the duration of Debtor's Chapter 13 Plan.

**13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.**

**14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$1,400.00**

**15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:**

☐ \_\_\_\_\_ %, OR,  
☒ **THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.**

**16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:**

None ☐ Assumes **OR** ☐ Rejects.

**17. COMPLETION:** Plan shall be completed upon payment of the above, approximately 60 months.

**18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.**

**19. NON-STANDARD PROVISION(S):**

Second Mortgage with Diversified in completely unsecured, as the value of the real property does not exceed the amount of the current outstanding First Mortgage owed to Shellpoint/Ocwen/BSI Financial Services, therefore the the entirety of the Second Mortgage owed to Diversified shall be stripped and discharged upon completion of Debtor's plan payments with no payment provision to said creditor pending the duration of Debtor's Chapter 13 Plan.

**ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.**

**20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.**

/s/ Claire D. Reno  
\_\_\_\_\_  
Claire D. Reno 20260  
Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Date 10/10/2019 .